

Staff Summary Report

Council Meeting Date: 01/24/08

Agenda Item Number: 33

SUBJECT: Request approval of a construction job order with Foresite Design and Construction, Inc. and a construction change order contingency for Rural Road and McClintock Drive Bridge Repair.

DOCUMENT NAME: 20080124PWDR02 **BRIDGES (0801) PROJECT NO. 5406021**

SUPPORTING DOCS: Yes

COMMENTS: Construction job order in the amount of \$128,602 with Foresite Design and Construction, Inc., subject to execution of the final written contract, and a change order contingency of \$20,000.

PREPARED BY: DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

LEGAL REVIEW STAFF SUMMARY ONLY: ANDREW CHING, CITY ATTORNEY (x8575)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 5506021.

RECOMMENDATION: Approve job order and change order contingency.

ADDITIONAL INFO: The scope of work for this contract is to repair a joint on the Rural Road Bridge and repair a concrete barrier on the McClintock Drive Bridge. Staff has reviewed the price proposal and found it to be acceptable.

This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

Approved by Glenn Kephart, Public Works Manager

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**CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

CONTRACT DOCUMENTS

FOR

**RURAL ROAD BRIDGE JOINT REPAIR /
MCCLINTOCK DRIVE BRIDGE BARRIER REPAIR**

PROJECT NO. 5406021

JOB ORDER CONTRACT

CITY COUNCIL MEMBERS

Mayor – Hugh Hallman

Mark Mitchell
Barbara J. Carter
Shana Ellis

P. Ben Arredondo
Onnie Shekerjian
J. Hut Hutson

City Manager – Charles W. Meyer
City Engineer – Andy Goh, P.E.

2008

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

JOB ORDER CONTRACT NO. C2005-80

JOB ORDER NO. TWENTY

RURAL ROAD BRIDGE JOINT REPAIR /
MCCLINTOCK DRIVE BRIDGE BARRIER REPAIR

PROJECT NO. 5406021

This JOB ORDER made and entered into on this 24th day of January, 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the **CITY** and FORESITE DESIGN & CONSTRUCTION, INC. hereinafter called the **JOC CONTRACTOR** amends the original Contract made and entered into by and between the same parties on April 21, 2005, (Contract No. C2005-80).

WITNESSETH: That the JOC Contractor, for and in consideration of the sum to be paid by the City, in the manner and at the times hereinafter provided, and of the other mutual covenants and agreements hereinafter contained, and under penalties expressed in the bonds hereto attached, hereby agrees, for itself, its heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I – JOB ORDER PRICE AND WORK LOCATION: The JOC Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the construction of the Rural Road Bridge Joint Repair/ McClintock Drive Bridge Barrier Repair, (Project No. 5406021) for the sum of One Hundred Twenty Eight Thousand Six Hundred Two and 00/100 Dollars (\$128,602.00), as detailed in the Proposal (Exhibit “A”), and to completely and totally

construct the same and install the materials therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City or its properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the City through the Engineer or properly authorized agents, as provided herein. The full street or physical address of the construction Work location is Rural Road Bridge Pier #2 & #4, northwest corner of McClintock Bridge. The JOC Contractor shall list each Work location in any and all Contract Documents with each subcontractor at any level and each subcontractor shall include each Work location in any and all Contract Documents with its subcontractors at any level.

ARTICLE II – REQUIRED SUBMITTALS: The JOC Contractor shall submit the completed forms referenced in the Forms Appendix (Exhibit “B”) prior to a Notice to Proceed with the above referenced project.

ARTICLE III – AMENDMENT: These Job Order Agreement documents, City of Tempe Contract No. C2005-80, Performance Bond, Payment Bond and Certificate(s) of Insurance are by this reference made a part of this Job Order to the same extent as if set forth herein in full. All other provisions of the original Contract where not inconsistent with this Job Order Agreement shall remain binding on the parties hereto.

ARTICLE IV – START OF WORK: Work shall start as soon as practicable, and in no case later than seven (7) calendar days after the Notice to Proceed and shall be completed within one hundred twenty (120) calendar days thereafter.

Rural Road Bridge Joint Repair/
McClintock Drive Bridge Barrier Repair
Project No. 5406021

IN WITNESS WHEREOF, the parties hereto have executed this Job Order this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended by:



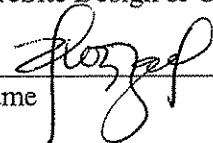
Deputy PW Manager/City Engineer

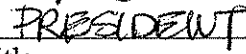
APPROVED AS TO FORM:

City Attorney

The JOC Contractor warrants that the person who is signing this Agreement on behalf of the JOC Contractor is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.

JOC CONTRACTOR
ForeSite Design & Construction, Inc.



Name


Title

860711556
Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

December 17, 2007

Via e-mail: Vijay_Gokhale@tempe.gov

JOC PROPOSAL FORM:

Mr. Vijay Gokhale
City of Tempe
31 East 5th Street
Tempe, Arizona 85281

RE: Rural Road Bridge Joint Repair / McClintock Dr. Bridge Barrier Repair
Project No. 5406021

Dear Mr. Gokhale,

ForeSite Design & Construction, Inc. proposes to furnish all labor, materials, tools and equipment necessary for the joint repair on the Rural Road bridge and concrete barrier repair at the McClintock Drive Bridge project for the total sum of: **One Hundred Fifteen Thousand Forty-one and 00/100th Dollars (\$ 115,041.00).**

All work is in accordance with the following documents:

Plans (5 sheets) entitled "Rural Road Bridge Joint Repair / McClintock Dr. Br. Barrier Repair" prepared by NFra Inc., date stamped 11/29/07.

Specifications: (5 sheets) entitled "Technical Provisions" prepared by NFra Inc., date stamped 11/29/07.

In submitting this proposal, we agree:

1. To hold the proposal open for sixty (60) days after the date of this proposal.
2. To commence construction upon written notice to proceed, City of Tempe building permit and a mutually agreed upon start date.
3. To accomplish the work in accordance with the following clarifications and exclusions attached.

Sincerely,
ForeSite Design & Construction, Inc.


David Holt
Director of Preconstruction Services

Clarifications and qualifications:

1. Our approach to this project is based on a continuous work flow. Once the project team develops a schedule and we mobilize to start work, work will continue without significant "stops". All owner provided scopes of work and owner provided material and equipment will be furnished timely based on the schedule.
2. Work will require two (2) weekends at the Rural Road joint repair and one (1) weekend at the McClintock concrete barrier repair.
3. Testing Laboratory services will be employed and pay for by the City of Tempe.
4. The project is bid as a lump sum contract and not a unit rate agreement as suggested in the Technical Provisions.

Exclusions:

- Asbestos abatement or hazardous material removal
- Building Permit
- Development fees
- Utility company charges, design fees or consumption fees
- Material acceptance testing or fees
- Special inspections
- Relocation of existing utilities
- Pavement striping
- Microsealing of asphalt
- Pavement cutting surcharges
- Community information bulletins or news letters



City of Tempe
Job Order Price

COT Project Name: **REVISED Rural Road Bridge Joint Repair /
McClintock Dr. Bridge Barrier Repair** 1/10/2008
COT Project Number: **5406021**

Price of Subcontractor(s)	\$91,248
Price of Subconsultant(s) (If applicable)	\$0
General Conditions	\$12,021
Preconstruction Labor (If applicable)	\$0
Construction Labor	\$0
Subtotal	\$103,269

Overhead and Profit (per City's Table 1)	\$15,180
Total	

Insurance (1.53%)	\$1,967
Bonds (1.1%)	\$1,414
Sales tax (5.265%)	\$6,771
Combined Total	\$128,602
Contractor's Contingency	\$0
Owner's Contingency	\$0



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AZ Lic. ROC 137832, K05
 AZ Lic. ROC 147478, K05
 AZ Lic. ROC 163145, B1
 NV Lic. 0034823, C40
 NM Lic. 91865, GB98

TRUEDELL CORPORATION

1-888-81-EPOXY

1310 W. 23rd STREET
 TEMPE, ARIZONA 85282-1837
 FAX (602) 437-1821

Concrete Repair & Strengthening

www.truesdellcorp.com

PHOENIX (602) 437-1711
 TUCSON (520) 622-1799
 NEVADA (702) 898-1311

PROPOSAL & ACCEPTANCE

DATE	PROPOSAL NUMBER	TRUEDELL ESTIMATOR
December 17, 2007	1003707 Revision 1	Jeremy Leib
CLIENT NAME	CONTACT NAME	JOB NAME
Foresite Design & Construction, Inc.	David Holt	Rural Rd Bridge Joint Repair Project #5406021
STREET ADDRESS	PHONE NUMBER	STREET ADDRESS
124 W. Orion, Ste 3	480-820-1345	Rural Rd
CITY, STATE, ZIP CODE	FAX NUMBER	CITY, STATE, ZIP CODE
Tempe, AZ 85283	480-820-1305	Tempe, AZ
PAGE NO.	JOB SITE PHONE NUMBER	MOBILE PHONE NUMBER
1 of 2		602-810-8755
CLIENT CODE	JOB CODE	REFERRAL
CN	JT	PC

Truesdell Corporation does hereby propose the following in accordance with plans and specs by Seung Y. Lee dated 11/29/07 as provided by David Holt.

Scope of work:

- Remove and replace bridge deck joint (approximately 74 lf).....\$58,386.00
- Traffic control for work at Rural location\$14,235.00
- Sawcut and repair concrete barrier at McClintock Dr bridge (approximately 5 lf).....\$7,287.00
- Traffic control for work at McClintock location.....\$1,400.00

Total labor, equipment and materials.....\$81,308.00

Qualifications:

- Work will require two (2) weekends at Rural location and one (1) weekend at McClintock location
- Police officer is included for 108 hours

Standard Qualifications:

1. Price includes one mobilization (move-in); additional mobilizations (move-ins) are additional cost.
2. Continuous access to adequate work area must be provided to Truesdell.
3. Power, water, dumpster and storage area provided by others.
4. Permits and Bonds excluded.
5. All traffic control, if required, to be provided by others unless specifically included in quote.
6. All work performed during normal business hours.
7. Truesdell is signatory to the Laborer's Uni on in certain areas and not signatory to any collective bargaining agreement in certain areas. Truesdell cannot guarantee compliance with collective bargaining agreements in all areas.
8. Inspection, testing, survey and layout excluded.
9. In the event of any delay to our work or interruption of our schedule caused by anyone other than Truesdell, Truesdell shall be compensated for standby time and/or re-mobilization.
10. 15 days notice is required prior to starting work
11. Any retentions allowed by contract shall be released within 90 days of completion of our work.

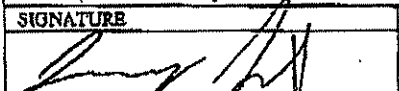
Providing Concrete Solutions Since 1975

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PAGE 02/02

PROPOSAL CONDITIONS: Truesdell Residential, Inc. ("Truesdell") guarantees that materials delivered shall be as specified above and that all work will be completed in a workmanlike manner. Any alteration from the above specifications will involve a change order. Truesdell shall not be responsible for delays or variations from proposal specifications due to strikes, accidents or events beyond its control. The owner of the premise shall be responsible for insuring against any claims it/he/she may have. Payment terms are Net 10 Days after the completion of the work performed. All over due amounts shall accrue interest at the per annum rate of eighteen percent (18%) from the due date until paid. This proposal is contingent upon owner/vendor obtaining credit acceptable to Truesdell Residential, Inc. If the owner/vendor does not obtain credit acceptable to Truesdell Residential, Inc., the terms of this proposal shall require the owner/vendor to pay (50%) of the quoted fee prior to any work scheduling. Truesdell shall be entitled to recover all costs of collection including, but not limited to, reasonable attorneys' fees. This proposal may be withdrawn by us if not accepted within 90 days.

SIGNATURE	PRINTED NAME	TITLE	DATE
	Jeremy Leib	Project Estimator	December 17, 2007

PROPOSAL ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined.

SIGNATURE	PRINTED NAME & TITLE	DATE



EXHIBIT B

FORMS APPENDIX

The following forms shall be completed and submitted with each Job Order.

LIST OF SUBCONTRACTORS SB-1

STATUTORY PERFORMANCE BONDB-1

STATUTORY PAYMENT BOND.....B-3

FORESITE
DESIGN & CONSTRUCTION
INCORPORATED

COT Project Name: Rural Road Bridge Joint Repair / McClintock Dr. Bridge Barrier Repair
COT Project Number: 5406021

LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the MAG Specifications, the JOC Contractor shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

Subcontractor			
<u>Name</u>	<u>Address</u>	<u>Type of Work</u>	<u>% of Total Contract</u>
Truesdell Corporation	1310 W. 23rd Street Tempe, AZ 85282	Joint repair	71.00

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LIST OF SUBCONTRACTORS

In accordance with the provisions of Section 108.2 of the MAG Specifications, the JOC Contractor shall provide for each Job Order the information listed below regarding proposed subcontractors which are subject to approval by the City.

[illegible]

STATUTORY PERFORMANCE BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), are held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 24th day of January, 2008, to complete Project No. 5406021, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said contract and any extension thereof, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 6, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of said Title and Chapter, to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the Court. The performance under this bond is limited to the construction to be performed under this contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the contract.

Witness our hands this _____ day of _____, 2008.

PRINCIPAL SEAL

BY:_____

**

SURETY SEAL

BY:_____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

STATUTORY PAYMENT BOND PURSUANT TO TITLE 34,
CHAPTER 6, OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____, (hereinafter called the Surety), as held and firmly bound unto _____ (hereinafter called the Obligee) in the amount of _____ Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 24th day of January, 2008, to complete Project No. 5406021, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the construction provided for the contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Title and Chapter to the same extent as if it were copied at length in this Contract.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the Court.

Witness our hands this _____ day of _____, 2008.

PRINCIPAL SEAL

BY: _____

**
SURETY SEAL

BY: _____

AGENCY ADDRESS

** Surety hereby acknowledges they are licensed to do business in the State of Arizona **

**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**JOC CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

Arizona

Date _____

**RURAL ROAD BRIDGE JOINT REPAIR/
MCCLINTOCK DRIVE BRIDGE BARRIER REPAIR
PROJECT NO. 5406021**

To the City of Tempe, Arizona

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged or will be discharged after receipt of the final payment from the City of Tempe for the above project.

The undersigned, for the consideration of \$ _____, as set out in the final pay estimate, as full and complete payment under the terms of the contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described project against the City of Tempe. The undersigned further agrees to defend, indemnify and save harmless the City of Tempe against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performances, materials, and/or equipment furnished for the performance of said installation.

Signed and dated at _____ this _____ day of _____, 2008.

Job Order Contractor

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was subscribed and sworn to before me this ____ day of _____, 2008.

Notary Public

My Commission Expires